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The Solicitors' Journal.

LONDON, SEPTEMBER 3, 1870.

THE STATUTE-BOOK FOR THE PRESENT YEAR leads off with even more than its usual brilliancy. The first section of the first Act in the book contains a blunder of the first magnitude, a blunder so complete as to reduce the section to a dead letter.

The object of the section is to enable select committees of either House of Parliament, upon bills for confirming provisional orders, in certain cases to award costs to the parties before them. Accordingly it enacts that "any select committee of either House of Parliament to which any bill for confirming provisional orders has been referred, may award costs in like manner and subject to the same conditions as costs may be awarded by any select committee empowered to award costs by the Act of the 28th Vict. c. 28, and the provisions of the said Act, so far as they are applicable, shall refer to such select committees, and to the matters so referred to them." This section purports to give to the select committees in question the powers as to costs, whatever they may be, which are given to some other kind of select committee by the 28th Vict. c. 28. To see what these powers are, we of course turn at once to the 28th Vict. c. 28. We find it to be "an Act to authorise certain payments out of the land revenues of the Crown to provide compensation for certain claims in the Isle of Man;" and its one section has a good deal to do with Acts of Tynwald, but nothing to do with select committees or with costs. The preceding Act, 28 Vict. c. 27, does, it is true, empower select committees on private bills to award costs; and no doubt this was the Act intended to be applied; but unfortunately it is not mentioned.

We can only suggest that the first section of the first Act of next session should be a section to correct the blunder of the first section of the first Act of last session, and to give it some sense and some operation.

IT WAS ONLY TO BE EXPECTED that much excitement should be produced among the public by the announcement made in the French Chambers that forty thousand rifles were being manufactured in England for the French Government, and by the statements which have since appeared in the newspapers that a trade in arms is now being largely carried on between England and France. It was only to be expected too that these revelations should lead to the display of a good deal of looseness of conception as to the duties of neutrals, and a good deal of rashness in suggestions for remedying a mischief real or supposed.

At the risk of being tedious we must repeat what we have more than once said before, and what cannot be too clearly understood, that no rule of international law is violated when the subjects of a neutral state sell contraband of war, including arms, to a belligerent. It is the right of neutrals so to trade—a right which was freely exercised by Prussian subjects during the Crimean war, and by British subjects during the American war, and which has in fact been exercised during every modern war by any manufacturing nation which has found itself in the happy condition of neutrality. It is for the belligerents to protect their own shores as well as they can by seizing contraband goods when they can catch them.

It cannot be too clearly understood again that a trade in contraband of war, including arms, carried on by neutrals with a belligerent is a perfectly lawful trade according to our own municipal law. And we believe the municipal law of all the other great nations to be the same. When the recent Foreign Enlistment Bill was before Parliament, a strong effort was made to add arms to the things the sale of which to a belligerent is prohibited by that Act; and Parliament, under the advice of the Government, deliberately refused to alter the existing law on the subject. Whether the decision was a wise one or not is a question fairly opened to controversy, and we have not a word to say against those who protest against it most strongly. On the one hand the free export of arms to one belligerent nation is very apt to excite in the other that soreness of feeling which is too often the beginning of worse mischief. On the other hand, the history of the past teaches us that municipal law is very apt to create international law; rules for the guidance of our own citizens to develope into international obligations; and we may well hesitate before, in our own case, we add to the burdens of neutrality.

But another view has been put forward, of which we must speak very differently. By the 16 & 17 Vict. c. 107, s. 150, her Majesty may, by proclamation or Order in Council, prohibit the export of arms from the United Kingdom. And it has been loudly urged that, in the spirit, if not in the letter, the rules of neutrality require the Government to stop the sale of arms to France by thus prohibiting their export. Now it must be remarked, in the first place, that, though the power of the Crown now rests upon an Act of the present reign, the enactment is only a repetition of earlier ones. The special reservation of this power is at least as old as the 12 Chas. 2, c. 4. In early times it would have been unnecessary, for reasons depending upon the state of the law, which we need not here consider. We need scarcely say that in the days of Charles II. Acts of Parliament for the better enforcement of the duties of neutrality had never been thought of; and in fact there can be no doubt that the power of the Crown was given for the protection of ourselves, by preventing arms being sent abroad when we want them at home, or when they might be used against us, not for the protection of others, or the better discharge of our neutral duties. It is true, however, that the power is general, and we could not say that it might not, under some circumstances, be used in the interests of neutrality. It has, in fact, we believe, been so used, but only under quite exceptional circumstances. If we are not mistaken, during the war between Spain and her revolted South American Colonies, the export of arms to either belligerent was prohibited. But why? Because we were already bound by treaty to prevent their export to the revolted colonies; and the Government of the day considered that, as they could not permit the trade with both, they would best consult neutrality by permitting it with neither.

No such special circumstances exist in the case of the present war. Our Legislature has deliberately adopted as the general rule—the general condition of our neutrality during any war—that of free trade in arms with the belligerents. If our Government are to be called upon, or consent, to intervene and alter this rule according to their own judgment and upon their own responsibility, they will certainly not diminish the risk of dissatisfaction on the part of the belligerents, or of the appearance of partiality in ourselves. If a Prussian were asked to state the case in favour of an Order in Council at this moment he would probably state it thus:—Prussia does not want your arms; and if she did the French fleet could effectually prevent her getting them. France does want them; and Prussia has no fleet to prevent her getting them. It is

idle to talk of selling to both alike when you know that only one either will or can come and buy:—This is plausible; and the only answer, a not very satisfactory one, is, that we have followed the rules of international law, and of our municipal law. We open our market to all alike, and that is all we have to do with; whether you can come and buy or not is not our concern. But suppose our Government were now to intervene and prohibit the export of arms, might not a Frenchman then say:—This is a prohibition in name applying to both belligerents, but in fact, as you well know, affecting only France. If any rule of international law or of your general municipal law had pressed hardly upon us, we should have had no right to complain; but this is an exception in your law specially made to our disadvantage; that is not neutrality—surely this complaint would be at least as difficult to answer as the other.

We are far from saying that one rule on this subject may not be much better than the other; and it may be very right that Parliament should re-consider the whole question. But we do say that, whatever rule be adopted, it will always in fact operate unequally upon the two belligerents, and so give rise to dissatisfaction and complaints. The way to reduce those complaints to a minimum and best show our neutrality is to adhere to a fixed and uniform rule without respect of persons. The way to aggravate complaint to the uttermost, and place our conduct in the most unfavourable light in the eyes of international jurists and of all impartial men, is to change our rule of conduct according to the particular circumstances of each war. Yet this is what the Government are now asked to do.

THE EXTRAORDINARY DIFFERENCE between the punishments ordinarily awarded for offences against property and offences against the person has often been the subject of remark. This difference is often not only explicable, but justifiable by the consideration that offences against property are ordinarily committed by habitual offenders, while with offences against the person this is much less frequently the case. But there are cases that admit of no such explanation or justification. On Wednesday, according to the daily papers, two men were charged before Mr. Newton at the Worship-street Police Court, with stealing a horse and cart. In the course of the proceedings we read that—

"Herbert Reeves, warder of the Coldbath-fields House of Correction, proved that in July, 1869, the prisoner Gashion was sentenced to nine months' hard labour for stealing a horse and cart, there being five other charges of fraud and felony against him at the same time.

"Mr. Newton expressed his great surprise at such a sentence, remarking that he had never heard of so inadequate a punishment. Penal servitude for several years would have saved the present trouble, and the country expense."

If Mr. Newton could have known of a case which on the very same day came before Mr. Ellison at the Westminster Police Court, he would have met with an instance of punishment (if punishment we may call it) at least as inadequate as that of nine months' hard labour for stealing a horse and cart. We read that—

"John James, labourer, was charged with assaulting his son, a boy ten years of age.

"Austin Porter, 42 B R. and James Wilson, 33 B R. stated that many complaints had been made of the prisoner's brutal conduct to this boy, and on Tuesday evening they were fetched to the cottages, and found the boy half-naked coming from the back yard drenched in water, the neighbours stating that prisoner had put him in a pail of water to wash the blood off his head. The officers went to the back yard and found a pail of water coloured with blood, and on asking the prisoner what was the meaning of his conduct he said he had a right to correct his own child. In his room was found the shirt the boy had been wearing covered in blood, and a thick broom-handle broken and covered in blood.

"There was actually no evidence of the assault, save the defendant's answer to the constables, but the boy was stripped in court, and besides fearful wounds and contusions on his back and arms, he had two black eyes, evidently inflicted with the same weapon.

"Prisoner said he had to work hard for his wife and family. The boy had been left to mind the house, and when he (the prisoner) came home he found the fire out, the baby choking on the bed, and the boy was fighting in the street; he ran for protection under the bed, and in trying to get him out the blows were inflicted.

"The police called the attention of the magistrate to the state of the boy's head. Blood was then exuding from a terrible cut on the head.

"Mr. Ellison said correction was necessary in moderation, but prisoner had inflicted most immoderate chastisement, he should take care there was no recurrence of it, and ordered prisoner to find two sureties in £20 to keep the peace to the boy for three months."

If you steal a horse and cart nine months hard labour is a ridiculously inadequate punishment. If you cut open your child's head with a broomstick, give him two black eyes, and cover him with fearful wounds and contusions, after a long previous course of brutal conduct towards him, there is some danger lest a rigorous magistrate should "take care that there is no recurrence of it."

MEETINGS OF THE London, Chatham, and Dover Railway Company, and of the various classes of persons interested in its affairs have been held to consider the award of the arbitrators. We ventured to anticipate last week that the award would not be received with unanimous satisfaction; and it is now very apparent among which of the various classes interested disappointment is mainly felt. It is among the debenture-holders, who complain that, though they are properly creditors, they have by the award been postponed to the preference shareholders. The knowledge, however, that the award, whether right or wrong, is without appeal and has the force of an Act of Parliament seems to be inducing all parties to make a virtue of necessity, and combine to make the best of things for the future.

MR. HIBBERT'S ACT to remove clerical disabilities has just been issued, and we are glad to find it almost entirely free from the defects which disfigured its author's original scheme, and on which we commented in this Journal upon its introduction. In its final shape it is a perfectly harmless, and will probably be a very useful, measure; and while it will certainly prove satisfactory to those gentlemen who desire to be divested of their sacred calling, it contains nothing to which even Archdeacon Denison could object. The vexed question of the "indelibility of orders," with regard to which the the minds of conscientious High Churchmen have not unnaturally been so much exercised, is wisely left untouched by Mr. Hibbert. "Once a clergyman always a clergyman," will in one, and its only proper sense, still remain true; for a retired priest or deacon who desires to resume his functions will not require re-ordination. The Act simply deals with him as a citizen, providing that any "minister of the Church of England" who desires to be relieved of his duties, and expresses that desire, with certain prescribed formalities, shall also be relieved from his civil disabilities. The machinery to be adopted for the purpose is straightforward and inexpensive. The "minister," after resigning his preferment, if he happen to hold any, may (section 3) execute and enrol in chancery a "deed of relinquishment" in a form prescribed by the Act. A copy of the deed is to be delivered to the Bishop of the diocese where the preferment was, or, supposing him to have held none, of the diocese where he resides, and notice of the execution of such an instrument is to be sent to the Archbishop of the province. By section 4 the Bishop shall, on application, cause the deed to be recorded, and a copy of the record is, by section 7, to be delivered to the clergyman executing it on payment of a fee not exceeding ten shillings. On completion of the enrolment and record of the deed the following consequences ensue with respect to the person executing

it:—"He shall be incapable of officiating or acting in any manner as a minister of the Church of England, and of taking or holding any preferment therein, and shall cease to enjoy all rights, privileges, advantages, and exemptions attached to the office of minister of the Church of England. 2. Every licence, office, and place, held by him for which it is by law an indispensable qualification that the holder thereof should be a minister of the Church of England shall be *ipso facto* void and determined; and lastly (3), he shall be by virtue of this Act discharged and free from all disabilities, disqualifications, restraints, and prohibitions to which, if this Act had not been passed, he would, by force of any of the enactments mentioned in the first schedule to this Act or any other law, have been subject, as a person who had been admitted to the office of minister in the Church of England, and from all jurisdiction, penalties, censures, and proceedings, to which, if this Act had not been passed, he would or might under any of the same enactments or any other law have been amenable or liable in consequence of his having been so admitted, and of any act or thing done or omitted by him after such admission."

The general effect of this comprehensive enactment is to replace the retiring minister exactly in the same civil position as he occupied before he was ordained. He resigns his ecclesiastical privileges and resumes his layman's rights. Among these the most important is, of course, the right, if elected, to sit in the House of Commons. Whether the clergy ever at any period of our history had a right to sit there, when returned, is a debateable point; but since 1803, at all events, when, in order to get rid of the "Reverend" Horne Tooke, who was regarded by the powers that then were as a troublesome demagogue, Parliament expressly declared (by what is known as Horne Tooke's Act) both priests and deacons disqualified, the gates of the Lower House have been definitely closed to them. This prohibitory Act and "other law" (if there be any common law rule of exclusion) are not to apply to clergymen retired from business, and to them, therefore, the field of political ambition is open. That is no doubt a cause of sincere self-congratulation; at least, to those of them who have political instincts. Lest they should be too much elated, however, we take leave to remind them that they must now also take their turn in the jury-box. If the sufferings of jurors are to any extent truly depicted by the commercial part of the community, this liability to serve will be a sobering reflection.

IN THE COURSE OF THE PROCEEDINGS in the bankruptcy of the O'Donoghue, M.P., a question seems to have been raised whether the debtor, whose residence was in Ireland, and who only came to England from time to time to attend Parliament, could be made bankrupt in England. But surely there can hardly be much serious doubt upon the point. By the common law of bankruptcy, as it may not improperly be called, any one who commits an act of bankruptcy in England may be adjudicated bankrupt by an English court, wherever his ordinary residence may be. And to any person who recollects the semi-criminal origin of the bankrupt laws, this rule requires little explanation. Section 59 of the Act of 1869 specially provides that when the debtor is not resident in England proceedings are to be taken in the London court.

It is true that by the Irish Bankruptcy Act (20 & 21 Vict. c. 60), s. 31, the Irish Court of Bankruptcy has "exclusive jurisdiction in bankruptcy over all traders residing or carrying on business exclusively in Ireland." But we can see no reason why an Irish non-trader who commits an act of bankruptcy in England should not be made bankrupt here.

Col. Sam Lowe is about to commence a suit against the Missouri Pacific Railroad Co., at St. Louis, for 20,000 dols. for money expended and services rendered in the Missouri legislature.—*Albany Law Journal.*

CONTRACTS UNDER SECTION 7 OF THE RAILWAY AND CANAL TRAFFIC ACT, 1854 (17 & 18 VICT. C. 31).

II.

In our last article we noticed the rule of construction which is applied by the Courts in reading contracts under section 7 of the Railway and Canal Traffic Act, 1854. The cases in which there has been any discussion since that statute as to this principle are *Peek's case* (11 W. R. 1023, 32 L. J. Q. B. 241), where a condition "that the company shall not be responsible for the loss of or injury to" certain specified goods, was held to apply to any injury, however caused, "including gross negligence and even fraud or dishonesty on the part of the servants of the company" (per Lord Westbury, C.). So, in *McManus* v. *Lancashire and Yorkshire Railway Company* (7 W. R. 547, 28 L. J. Ex. 353), a condition "the owners undertaking all risks of conveyance, loading, and unloading whatsoever, as the company will not be responsible for any injury or damage, however caused," was held to amount to a stipulation "for exception from liability from the consequence of their own negligence, however gross, or misconduct, however flagrant." In *Robinson* v. *The Great Western Railway Company* (13 W. R. 660, 35 L. J. C. P. 123) horses were delivered to the company "to be carried entirely at the owner's risk," and it was held that this did not include delay, for which accordingly the company were held liable, notwithstanding the contract, which, under the circumstances, was held to be valid. Erle, C.J., says, "The contract of the company is to deliver the horses in a reasonable time at the owner's risk, . . . and there is a duty entirely distinct from the questions of damage which may arise from accident on the journey. If a railway company are bound to carry horses in twenty-four hours at the owner's risk, and the horses do not arrive accordingly, then, whether the horses are damaged or not, there is a breach of contract for which the company are liable." It must be remembered that in contracts with carriers by water the old rule still prevails—viz., that the Courts will endeavour so to construe a contract as not to allow it to protect carriers from the consequences of their own negligence: *Grill* v. *General Iron &c. Company* (14 W. R. 873); *Ahrloff* v. *Briscall* (15 W. R. 202); *Lenne* v. *Dudgeon* (16 W. R. 80); *Czech* v. *General Steam &c. Company* (16 W. R. 130). In all these cases a somewhat forced construction was put upon the contracts which limited the carrier's liability.

Having now ascertained the form of the contracts required by the statute, and the rules of construction to be applied to them, we proceed to consider what contracts will be held to be reasonable. This, it will be remembered, is a matter of law (*Peek's case*). It may be laid down as a general rule that conditions which purport to relieve the company from all liability whatever in respect of goods carried by them are *primâ facie* unreasonable, and therefore void. This was first clearly established in *McManus* v. *Lancashire and Yorkshire Railway Company*, in the Exchequer Chamber. There the contract of carriage was, as we have before stated, "subject to the owner's undertaking all risks of conveyance, loading, and unloading, whatsoever, as the company will not be responsible for any injury or damage, however caused." The majority of the Court held that this contract was unreasonable, and therefore void. Again, in *McCance* v. *London and North Western Railway Company* (10 W. R. 154, 31 L. J. Ex. 71, per Bramwell, B.), it is said that a condition that horses "are to be carried without any risk on the part of the company is an unreasonable condition." This principle has since been adopted by the House of Lords in *Peek's case*, which is the leading case upon these contracts. There the condition was that the company were not to be responsible for "the loss of or injury to any marbles, musical instruments, toys, or other articles which, from their brittleness, fragility, delicacy, or liability to ignition, are more than ordinarily hazard-

ous, unless declared and insured according to their value." This condition, as we have seen, was held to apply to any injury, even if caused by negligence or dishonesty of the company's servants, and was therefore held to be unreasonable.

In *Gregory* v. *The West Midland Railway Company* (12 W. R. 528, 33 L. J. Ex. 155) the defendants received cattle for carriage on condition (1) that the defendants "are to be free from all risk or responsibility with respect to any loss or damage arising in the loading or unloading, from suffocation, or from being trampled upon, bruised, or otherwise injured in the transit, from fire, or from any other cause whatsoever, it being hereby agreed that the same is to be carried at the owner's risk; (2) that the owner or his representative is required to see to the efficiency of the waggons before he allows his stock to be placed therein, and complaint must be made in writing to the station inspector or clerk in charge, as to all alleged defects either at the time of booking or before the waggon leaves the station." Both these conditions were held to be unreasonable, and therefore void. In *Allday* v. *Great Western Railway Company* (13 W. R. 43, 34 L. J. Q. B. 5), a condition with respect to cattle, that "the company are not to be subject to any risk in the receiving, loading, forwarding in transit, and unloading, nor to be amenable for any damage, actual or consequential, arising from suffocation, from being trampled on, bruised, or otherwise injured, from fire or any other cause whatsoever, nor from any consequences arising from over carriage, detention, or delay in or in relation to the conveying or delivery of the said animals however caused" was held unreasonable. And, on the authority of *Allday's case*, it was also held in *Kirby* v. *Great Western Railway Company* (18 L. T. N. S. 685) that a condition that the company should not be liable for any consequences arising from over carriage, detention, or delay in the conveying or delivering of cattle in time for a particular market, however caused, was unreasonable. *Booth* v. *North Eastern Railway Company* (15 W. R. 695, L. R. 2 Ex. 173), is the last case on this branch of the subject, and there the same principle was acted upon, and a condition that the owner of cattle sent by the defendant's line "undertakes all risks of loading, unloading, and carriage, whether arising from the negligence or default of the company or their servants, or from defect or imperfection in the station, platform, or other places of loading or unloading, or of the carriage in which the cattle may be loaded or conveyed, or from any other cause whatsoever," was held to be unreasonable. On these authorities there can be no doubt now that conditions purporting to relieve a company from all liability are *primâ facie* unreasonable; and the older decisions, where the contrary has been held, must now be considered as overruled. Those cases are *Wise* v. *Great Western Railway Company* (4 W. R. 551, 25 L. J. Ex. 258), and *Pardington* v. *South Wales Railway Company* (5 W. R. 8, 26 L. J. Ex. 105).

It will be noticed that the rule we have deduced from the decisions is that conditions purporting to relieve a company from all liability are *primâ facie*, but not absolutely and necessarily, unreasonable under all circumstances. If nothing is brought to the notice of the Court except the fact that goods were delivered on such conditions and were damaged, the company is not protected, because such conditions are *primâ facie* unreasonable. It is, however, always competent for the company to show that such conditions are, in the particular case, reasonable, regard being had to all the surrounding circumstances. For instance, if a company has two rates for particular descriptions of goods, and carries the goods at a higher rate under the ordinary common law liability of a common carrier, and at the lower rate without any liability at all, and the difference between the two rates is reasonable, regard being had to the difference in liability, and a *bonâ fide* choice is given to a person sending goods whether he will send his goods at the higher or lower rate, and he chooses the lower rate, and the contract embodying the conditions relieving the company from all liability is in writing and signed, then the company is relieved from all liability in accordance with the terms of their contract. That is to say, the contract which on its face appears unreasonable is in fact reasonable, because the owner of the goods had the option of sending them under the protection of the common law liability, and he preferred the other way of sending the goods on account of the reduction in the rate to be paid for their carriage. The first case in what this appears to have been held is *Simons* v. *The Great Western Railway Company* (26 L. J. C. P. 25). There goods were received on special or mileage rates on a condition, amongst others, that "goods conveyed at special or mileage rates must be loaded and unloaded by the owners or their agents, and the company will not be responsible for any risk of storeage, loss, or damage, however caused, nor for discrepancy in the delivery, as to either quantity, numbers, or weight, nor for the condition of articles so carried, nor for detention or delay in the conveying or the delivery of them, however caused." This condition was set out on the pleadings, and on demurrer it was held "that the plea which is based on the mileage rate in proportion to the risk incurred is a good plea, and that that regulation is just and reasonable." The meaning of this decision is more fully explained in *Harrison* v. *London, Brighton, and South Coast Railway Company* (8 W. R. 524, 29 L. J. Q. B. 209), by Blackburn, J., who says, "if you look at the case of *Simons* v. *The Great Western Railway Company*, though the judgment does not enter into the details of what the Court decided, yet it will be found that they decided that the 15th condition," (the one above set out) "by which the company were to be answerable for no damage whatever if the goods were conveyed at special or mileage rates, was reasonable when coupled with other conditions, . . . which decision, I think, must be taken to be this, that such a condition, to be reasonable, must be one giving parties applying to the railway company a *bonâ fide* reasonable alternative." *Harrison* v. *London, Brighton, and South Coast Railway Company* was afterwards overruled in the Exchequer Chamber (31 L. J. Q. B. 116, 10 W. R. C. L. Dig. 74), but this explanation by Blackburn, J., is not affected by the judgments there given. In *Peek's case* it seems to have been thought that the condition *might* have been reasonable, but there were no special circumstances brought before the Court to convince them that the conditions, which were *primâ facie* unreasonable, were in fact, in that instance, reasonable. Lord Cranworth expressly says that if the company had shown that the sum charged by them for the insurance required by them had been reasonable in fact the condition would probably have been held reasonable. That this is the meaning of *Peek's case* is now clear from *Robinson* v. *The Great Western Railway Company* (13 W. R. 660, 35 L. J. C. P. 123), where Erle, C.J., referring to *Peek's case*, says "it seems to me that the learned lords who decided that case recognised the doctrine that it is reasonable for a railway company to have two modes of carriage—one by which they take a great responsibility, and another by which they carry at a cheaper rate but at a greater risk to the bailor."

(*To be continued.*)

LEGISLATION OF THE YEAR.

CAP. I.—*An Act to empower committees on bills confirming provisional orders to award costs and examine witnesses on oath.*

Section 1 of this Act, which was intended to carry out the first object indicated by its title is unfortunately rendered inoperative by a blunder to which we call attention in another column.

By 21 & 22 Vict. c. 78, s. 1, committees of the House of Commons on private bills were empowered to examine witnesses on oath. Section 2 of the present Act gives

a similar power to committees of the House of Commons on bills confirming provisional orders.

CAP. VI.—*An Act to extend the jurisdiction of the judges of the superior courts of common law at Westminster.*

It had long been believed by most competent observers that the delay of justice in the superior courts of law, and the heavy arrears with which they were encumbered were in the main due to the want of any proper economy of judicial power, and might be removed by a better distribution of forces. The judges of one court might be seen day after day and all the year round with little to do and plenty of spare time on their hands, while the judges of another were struggling in vain against accumulated arrears. This state of things was partly the fault of the law, but partly, also, of the judges. For example, ever since 1830 (11 Geo. 4, and 1 Will. 4, c. 70, s. 4), a judge of any court has had power to sit at Nisi Prius in London or Westminster and try causes in any other court. Yet this power was never acted on, and the commonly supposed absence of such a power was one of the commonest complaints against the system.

The present Act is excessively clumsy in its wording. Indeed, it is more. If critically examined, its most important section, section 2, is quite nonsensical. But we believe that this slight difficulty will be got over; and the Act is at least a little more comprehensive in its scope than most of its predecessors dealing with the same subject. In substance, the Act contains three important provisions.

By section 2 a Court which is overworked may, by a very roundabout process—a genuine piece of red tape—procure the services of a judge from another court. In *banc* this power will probably be frequently exercised, and with great advantage to the public. Indeed it has already been so upon some occasions. As to Nisi Prius sittings, there seems every reason to think that the Act will remain a dead letter. The judges had the power of helping one another to clear their lists before, and they chose not to do so. We believe they will act in the same way for the future.

Section 4 enables any Court to sit in banco in two divisions. This most salutary provision has already borne very valuable fruit.

Section 5 enables any number of courts of Nisi Prius to sit at the same time in London or Westminster. This is also a most useful power, though we believe it has not yet been acted upon.

CAP. IX.—*An Act to amend the Peace Preservation (Ireland) Act* 1856, *and for other purposes relating to the preservation of peace in Ireland.*

In 1847, the statute 11 & 12 Vict. c. 2 was passed to prevent "crime and outrage in certain parts of Ireland." The Lord Lieutenant was empowered to apply this statute by proclamation to any district in Ireland. The statute dealt chiefly with the management of the constabulary and the carrying of arms, which is forbidden in certain cases in proclaimed districts. This statute has been re-enacted or continued from time to time, and some few alterations have been made by the subsequent Acts.

The statute we are now noticing is to amend the Act of 1847, under the name of the Peace Preservation Act (Ireland) 1856, a re-enacting Act, with which part 1 of this statute is to be construed, and to give still further powers to the Irish executive, especially with respect to the possession and sale of arms and gunpowder, the proclaiming of districts, the arrest of persons on suspicion, and the repression of seditious newspapers. It also provides for giving compensation for personal injury by agrarian outrages. These objects have been carried out in a very clumsy manner, the sections on each subject being scattered up and down the Act most curiously.

By sections 6, 7, 10, 12, 14, 19, and 37 no person, with certain exceptions, is to carry arms within a proclaimed district without licence (revolvers requiring a special licence), or to sell to, or keep in repair for, any person not duly licensed, any firearms. Special powers are given to persons acting under special warrants to search for and seize arms. Licences for arms may be revoked by the Lord Lieutenant in any district specially proclaimed, and the holders of the licences required to deposit their arms at a specified place (section 19). All persons making, repairing, or selling any firearms are required to keep an account of what and to and for whom they so sold or repaired, &c. &c., and to send a copy of such account to the police every month. The sale and possession of gunpowder is dealt with in sections 11, 35, and 36, which prohibit the dealing in gunpowder in Ireland without a licence, and require all persons dealing in gunpowder to keep an account similar to that required in the case of firearms. In proclaimed districts no gunpowder is to be sold except to licensed dealers or persons licensed to keep arms.

By section 18, the Lord Lieutenant may specially proclaim a district, and then he acquires the power of revoking, in such district, licences for arms (section 19), and of closing public-houses (section 24); and in such specially proclaimed districts persons out at night under suspicious circumstances may be arrested, and if not out of their house upon lawful occasion, they may be imprisoned for six months. Strangers wandering and sojourning in such districts may be arrested and required to give security for good behaviour (section 25). By section 29 the venue of indictments found in specially proclaimed districts may be charged on application of the Attorney-General. Sections 20, 21, and 22 relate to the posting of special proclamations, making a copy of the *London Gazette* containing the publication of any such proclamation conclusive evidence of the facts necessary to authorise such proclamations, and requiring copies of the proclamations to be laid before Parliament. Sections 26—28 relate to matters of procedure.

The provisions respecting newspapers attracted more attention than any other part of the Act when it was passed. They are of a very stringent nature, and practically give the Lord Lieutenant an unlimited power of suppressing any newspaper in Ireland. By section 60, when it appears to the Lord Lieutenant that any newspaper published in Ireland after the Act "contains any treasonable or seditious engraving, matter, or expressions, or any incitements to the commission of any felony, or any engraving, matter, or expressions encouraging or propagating treason or sedition, or inciting to the commission of any felony," he may serve a notice in a specified form upon the printer, publisher, or proprietor, and publish the notice in the *Dublin Gazette*, and if, afterwards, such newspaper contains any treasonable or seditious engraving, matter, &c., &c., all the plant, materials, paper, and copies of such newspaper are forfeited to the Crown. Any newspaper printed elsewhere than in Ireland, published or circulated there, and containing such treasonable or seditious matter, expressions, &c., shall be forfeited to the Crown. Power is given to seize the plant, &c., of forfeited newspapers under a warrant of the Lord Lieutenant (sections 31, 32), and no action is to be brought for such seizure, except as prescribed in section 33; which allows an action, if brought within three months, against "the person or persons to whom such warrant is addressed, or any of the assistants of such person or persons," and a claim of damages, on the ground that no notice was duly published or served, or because the newspaper did not contain treasonable or seditious matter, &c., &c. The action is to be tried as an ordinary action of tort, and if the defendant obtain the verdict, he shall be entitled to his costs. If the plaintiff gets the verdict, he shall, after final judgment, be entitled to "such damages as may lawfully be awarded by the jury, together with his costs of suit, and where any judgment shall be given for the plaintiff, there shall be paid to the plaintiff, out of moneys to be provided by Parliament, the damages awarded him, together with his costs of suit." It is difficult to understand the effect of section 33. The

plaintiff, in case of success, is to be paid, not by the defendant at all, but from some special fund. This is intelligible enough, because the defendant ought not to be held responsible for the consequence of the warrant being improperly issued. But the defendant is spoken of all through the section as if he were personally liable. There is no provision that he shall not be liable to execution on the judgment; that he will have any assistance in defending the action, or that he is bound to defend it; or that, if he obtains the verdict, he is to be indemnified for costs to which he may be put, in addition to the costs for which the plaintiff is liable. The defendant's liability also, whatever that may be, is the same, whether the plaintiff's complaint is that the warrant was improperly issued although properly executed, as if the newspaper was not seditious, &c., or that the warrant was improperly executed although properly issued, as if the defendant seized plant, not on the premises of the newspaper and not connected with the newspaper. The section is an absurd one, and we do not hazard an opinion as to its construction. Provision is made in section 39 for the giving of compensation by the grand jury in cases of personal injury or murder by crime "of the character generally known as agrarian, or arising out of any illegal combination or conspiracy," and a machinery is provided for this purpose.

In addition to the provisions we have noticed, 15 & 16 Geo. 3, c. 21, and 1 & 2 Will. 4, c. 44, passed for the repression of violence and crime, are applied to proclaimed districts (section 8). Section 14 of 11 & 12 Vict. c. 2, respecting search for arms, is repealed. In any proclaimed district where a crime has been committed persons may be summoned before justices, and required to give evidence, although no person is charged with the crime (section 13). Search warrants may be issued to search for documents in the handwriting of persons suspected of writing threatening letters (section 15). By section 35 witnesses bound by recognisance absconding before a trial or the hearing of a charge may be apprehended. The statute contains a large number of definitions, and many forms for proceedings under it. It is to continue in force until the 1st of August next, and of course applies to Ireland only.

RECENT DECISIONS.

EQUITY.

MISREPRESENTATION IN PROSPECTUS—SHAREHOLDERS' REMEDIES.

Ship v. *Crosskill*, M.R., 18 W. R. 618.

It was long ago settled that bills will lie, on the ground of fraud, to recover subscriptions to bubble companies (*Colt* v. *Woollaston*, 2 P. Wms. 154). And where a prospectus has been issued, under the authority of directors, containing statements about the company which turn out to be untrue, and were intended to deceive, a person who applied for shares on the faith of the prospectus is entitled to a decree for repayment against the directors personally as well as the company, and to have his name removed from the register of shareholders (*Henderson* v. *Lacon*, 16 W. R. 328). In such a case there must be (1) a distinct misrepresentation in the prospectus; (2) a guilty knowledge by the directors of the misrepresentation—the misrepresentation in the particular case consisting in a statement that the directors and their friends had subscribed a large portion of the capital.

The case of *Henderson* v. *Lacon* may very well be contrasted with *Ship* v. *Crosskill*. In the latter case the plaintiff had had his name removed from the register of shareholders, upon the ground of the excess of the objects contemplated by the memorandum over those contemplated by the prospectus; a ground which, in the absence of fraud, almost necessarily entitles the applicant to that species of relief (*Downes* v. *Ship*, 17 W. R. 34). This would have entitled him to prove in the winding-up of the company for the calls paid, or, if the company had not been wound up, to bring an action for the recovery of the calls. But he filed a bill to make the directors personally liable, and this, in the opinion of the Master of the Rolls, they could not be, unless each of them had been guilty of a distinct fraud. There had been no fraud in the case, in the opinion of the judges before whom the matter of the company had come, and if there had been, it would have been necessary for the plaintiff, as the Vice-Chancellor Wood showed in *Henderson* v. *Lacon*, to prove that the directors had severally been privy to it. *Stewart* v. *Austin* (15 W. R. 112), which was decided on demurrer, establishes that variance between the prospectus and memorandum enables a man to have his name taken off the register, but does not, if fraud be not proved, entitle him to maintain a suit for the recovery of his money against the directors personally, instead of bringing his action against the company. In these, as in all other suits to recover money, it is personal misconduct or fraud alone that confers the title to relief against the defendants.

CONDITIONS OF SALE—RIGHT TO RESCIND.

Mawson v. *Fletcher*, M.R., 18 W. R. 798.

It was said by Lord Cairns in *Duddell* v. *Simpson* (15 W. R. 115, L. R. 2 Ch. 102) that under the usual condition of sale, that, if the purchaser shall insist upon any requisition or objection, which the vendor shall be unable or unwilling to remove, the vendor may annul the sale, there are four matters which must concur, before there can be a right to give notice to rescind the contract. First, there must be an objection *to the title*; secondly, there must be an inability or unwillingness on the part of the vendor to remove that objection; thirdly, there must be a communication to the purchaser of the existence of this inability or unwillingness; and, fourthly, there must be an insisting by the purchaser on his objection, notwithstanding this communication. In *Mawson* v. *Fletcher* the objection was, that the minerals under a small part of the property did not belong to the vendor, but to someone else. This was properly an objection to the title, which the vendor, either from inability or unwillingness, did not remove, and as it was insisted on, the purchaser gave notice rescinding the contract. It is, of course, an objection to the title that the rights of third parties are involved. This rescission of the contract was held to be a complete defence to a suit for specific performance, with an abatement for the minerals in question, instituted by the purchaser. A mere misdescription may be the subject of compensation; and where the extent of the vendor's interest is unintentionally misdescribed the purchaser may be compelled to take the property with an abatement (*Hoy* v. *Smithies*, 22 Beav. 510). Where, however, the objection is to title, *Duddell* v. *Simpson* and the present case clearly establish that the vendor is at liberty, under the above condition, to rescind, although the purchaser offers to complete on an abatement being allowed.

LIABILITY OF SEPARATE ESTATE.

McHenry v. *Davies*, M.R., 18 W. R. 855.

Though a married woman cannot bind herself personally, it has never been disputed that she can bind her separate estate. The separate estate of a married woman is bound by her general pecuniary engagements (*Hulme* v. *Tenant*, 1 Bro. C. C. 16), provided it appear that such engagements were made with reference to and upon the faith or credit of that estate (*Johnson* v. *Gallagher*, 9 W. R. 506, 3 D. F. J. 494); and whether they were so made or not is a question to be decided by the Court upon the circumstances of the particular case. If the circumstances under which a married woman enters into a pecuniary engagement are such as to tend to the conclusion that she was contracting not for her husband, but for herself, in respect of her separate estate, that separate

estate will be liable to satisfy the obligation. Thus, where a married woman, having separate estate, contracted to take shares in a joint stock company, which was afterwards wound up, the Court, being of opinion that such contract was entered into upon the credit of her separate estate, and that the deed of settlement did not exclude married women from being shareholders so as to bind their separate estate, placed the married woman on the list of contributories in her own name, so as to bind her separate estate (*Mrs. Matthewman's case*, 15 W. R. 146, L. R. 2 Eq. 781). And where a married woman, living separate from her husband, entered into a contract, for specific performance of which a bill was filed against her, the Court of Appeal (Lord Hatherley and Lord Justice Giffard) thought that the circumstance of living separate from her husband was at once a strong reason for saying that, in making the contract, she intended to bind that property, out of which alone she could pay that which she contracted to pay (*Picard* v. *Hine*, 18 W. R. 178, L. R. 5 Ch. 274). It might be different where a married woman was living with her husband (*Johnson* v. *Gallagher*, *ubi sup.*) as the presumption that she acted as the agent of her husband would then arise and have to be displaced before the creditor could enforce his equity against her separate estate. This leads us to consider *McHenry* v. *Davies*. A lady not separated from her husband in the ordinary sense of the word, but residing alone at Paris and having a banker's account of her own, draws a cheque and endorses a bill of exchange for the purpose of enabling her agent to raise money. The bill and cheque are cashed by a banker at Paris, and are dishonoured. The Master of the Rolls held that she was bound to made good the amount out of her separate estate irrespective of any equities between herself and her agent. She had acted like a *feme sole*, and allowed those with whom she had dealings to suppose that she was a *feme sole*, and could not afterwards be heard to say that she was a married woman in order to escape liability. If a *feme covert*, the Master of the Rolls said, employs an agent, and gives documents to him with her name on them for the express purpose of enabling him to raise money on the credit of her name, she is liable to make good out of her separate estate, to the person advancing money on the faith of her name, the amount so advanced. If she had given a bond, for example, we apprehend that the charge thereby created on her separate estate would have been subject to the equities between her and her agent. But the security given was a negotiable security, and given for the express purpose of raising money, so that she could not afterwards dispute her liability on the ground that the agent had not paid over to her the proceeds of the security given.

AGREEMENT NOT TO TRADE WITHIN CERTAIN LIMITS—BREACH BY DEFENDANT ACTING AS MANAGER.

Eales v. *Weaber*, V.C.J., 18 W. R. 993.

It was held in this case that an agreement, entered into upon the sale of a business, not to carry on the business, directly or indirectly, either alone, or in partnership with, or with the assistance of any person, was broken by the vendor carrying on the business as assistant or manager to a third party who supplied the stock-in-trade and the business premises, that amounting in the opinion of the Vice-Chancellor to carrying on the business with the assistance of another person. The case is distinguishable from *Allen* v. *Taylor* (18 W. R. 888) where the agreement was that the vendor would not carry on the trade of a rag dealer during a particular term, either in his own name or that of any other person in the town of Nottingham; and a motion to restrain him from acting as manager of a third party's rag business in that town was refused, on the ground that the agreement did not meet the case, the right to act as the agent of another not being excluded, as in the former case. *Allen* v. *Taylor* resembled *Clarke* v. *Watkins* (11 W. R. 319), where the defendant agreed to serve the plaintiff in his business as a chemist, and that he would not himself carry on the same trade within certain limits. The bill was filed to restrain him from acting as agent for another firm within the limits, and the Lords Justices refused to restrain him from so doing; the Lord Justice Knight Bruce, however, only saying that at that stage of the suit no injunction could be granted. There can be no doubt that both in *Clarke* v. *Watkins* and *Allen* v. *Taylor* the spirit, if not the letter, of the respective agreements was violated. But the letter of the agreement ought to have been so framed as to cover the case of the defendant acting as manager.

COMMON LAW.

CAUSA REMOTA AND CAUSA PROXIMA—NEGLIGENCE—DAMAGES.

The Lords, &c., of Romney Marsh v. *Corporation of Trinity House*, Ex., 18 W. R. 869.

This case is likely to cause some misapprehension if it is not carefully read. The action was for damage done to a sea-wall of the plaintiffs by a vessel of the defendants. The vessel, through the negligence of the crew, struck the ground near the plaintiff's wall, and the wind and tide then carried her against the wall and injured it. The vessel continued bumping against and damaging the wall for several days. Finally it was sold by the defendants and broken up. After the vessel struck the wall she could not have been prevented from continuing to injure the wall, except by breaking her up. To have broken up the vessel at once would have caused the destruction of property on board her that was in fact saved. The defendants were not guilty of any negligence in the management of the vessel after she struck the wall, unless the omission to break her up at once was negligence.

The plaintiffs alleged two distinct grounds of claim in their declaration—(1) that the defendants so negligently navigated their vessel, that it was thereby driven against the plaintiffs' wall and damaged it; (2), that the defendants' vessel, having been driven against the defendants' wall by stress of weather, the defendants so negligently managed her while against the sea-wall that she thereby damaged the sea-wall. These two causes of action are quite distinct. The first is for the damage caused by the consequences of the negligent navigation of the vessel before she struck. The second is for the consequences of the negligent management of the vessel after she struck. The second count admits that the vessel was first driven against the sea-wall by perils of the seas, and not by the negligence of the crew. If the Court were of opinion that the defendants were liable for all or any part of the damage, the plaintiffs were to recover £93. There was no question therefore of the amount or measure of damages. The Court decided that the plaintiffs were entitled to recover under the first count, on the ground that "the immediate effect of the negligence was to put the vessel into such a condition that it must necessarily and inevitably be impelled in whatever direction the wind and tide were giving at the moment to the sea, and this was directly upon and towards the plaintiff's wall." On the second claim the Court held that the defendants were not entitled to recover, as there is no principle of law which would compel a shipowner, in the position of the defendants, to destroy his property to save that of others. There was, as we said, no question as to damages, and the judgment does not deal with the question. It is necessary, however, to notice that the case by no means decides that the plaintiffs were not entitled to recover for the damage done by the vessel striking against the wall each tide during the time between the first collision and the day on which she was sold by the defendants. The decision is that if the vessel was first carried against the wall *without negligence*, the defendants were not liable for

damage which could only have been prevented by breaking up the vessel. That is, that the mere fact of not breaking up the vessel until after all the defendants' property was saved was no negligence. It was also held, however, that the first collision was in fact caused by the defendants' negligence, and therefore it seems that the plaintiffs were entitled to recover for all the damage done by the vessel both by the first collision and subsequently, and probably the plaintiffs did recover for this damage, although it is not stated of what items the sum of £93 was made up. The result of the case therefore seems to be that the plaintiffs were not entitled to anything under their second count, but that under the first count they were entitled to recover all that was claimed under both counts. Lastly, it must be remembered that the case does not decide that under no circumstances would it be negligence to leave a vessel bumping against a sea-wall and injuring it (even where the damage could only be stopped by breaking up the vessel), but only that, under the facts of this case, the vessel was not so left as to amount to negligence by its owners.

REVIEWS.

Early Sketches of Eminent Persons. By JAMES WHITESIDE (now Lord Chief Justice of Ireland). Edited, with Notes, by WILLIAM DWYER FERGUSON, LL.D. Dublin: Hodges & Co. 1870.

It has become a common practice now-a-days, as soon as a man has attained to eminence in any department of life, to collect and publish every scrap he has ever written in his life; but it is a custom more honoured in the breach than in the observance. Slight magazine sketches, written for the moment and never intended to be permanently preserved (and Chief Justice Whiteside's sketches are of this class), do not acquire any new value by reason of their author subsequently attaining to eminence. The world would not have been much the poorer, nor Chief Justice Whiteside's reputation much the less, if this book had remained unpublished.

The papers, however, here collected are readable enough. They took little labour, we fancy, in the writing, and they cost little in the reading. The papers on political personages, such as those on Lord Grey and Sir James Mackintosh, are of a very trivial character. Those to which the reader will turn with most interest are those in which one who was destined himself to attain rare eminence as a forensic orator gives us the impressions made upon him when a student by the principal leaders of the bar at that time. Of the English portraits probably the most satisfactory is that of Denman. Scarlett's style of speaking, and the source and means of his extraordinary success at nisi prius, are effectively described. But the writer appears to us to have, on the whole, underrated Scarlett's powers. And the editor, in his supplementary note, certainly most unduly depreciates his judicial qualities.

The Irish sketches are more valuable than the English. Those of Peter Burrowes and Mr. Justice Burton will be read with interest, because they give some account, if not a very comprehensive one, of two men who deserve to be better known than they are.

The best paper in the book is the last, "The Irish Exchequer as it was in 1829." It must have been a curious court. Here are two charges to juries of Lord Guillamore, the then Lord Chief Baron: "On the trial of a criminal for stealing stockings several witnesses deposed to his good character; after which his Lordship charged the jury in this concise and rather comic strain—'Gentlemen of the jury, here is a most respectable young man, with an excellent character, who has stolen twelve pairs of stockings, and you will find accordingly.'"

"Upon the trial of a recent action for debt, to which the defendant had pleaded as a set-off a promissory note of somewhat long standing, and an old broken-down gig, with which he had furnished the plaintiff, the following charge was spoken, with infinite gravity, by the learned Chief Baron:—'Gentlemen of the jury, this is an action for debt, to which the defendant has pleaded as a set-off two things—a promissory note, which has a long time to run, and a gig, which has but a short time to run. The case seems clear. You may find for the plaintiff.'"

The following sketch of an important functionary of the court is perhaps the best thing in the book:—"A few moments before the Chief Baron, slowly, but authoritatively, the crier ascends the steps of the court, and in an instant quells any squabbles for places which may have arisen; then, entering his commodious box, placed exactly opposite Charley Fleetwood's, these two luminaries of the Court of Exchequer appear in astronomical conjunction. The Chief arrives—the trial begins—the crowd gathers—the passages are choked up—the barristers impeded; then begins the crier to exert his authority in a voice which would have silenced his celebrated predecessor of the Roman forum, and which sometimes discomposes the gravity even of Charley Fleetwood himself:—'Make way there for the gentlemen of the bar; make way, I say, for King's counsel. So, you'll not make way? Tipstaff, where are you? Do your duty. Call the sheriffs. Bailiffs, take *them* scheming fellows into custody.' Meantime, the progress of the trial is arrested, as it is utterly impossible that even Daniel O'Connell could be heard while this storm lasts. The Chief Baron sits most composedly; never interrupting or correcting his crier, for whose invectives he has a peculiar relish. The crier, if not promptly obeyed, rises in his wrath, and rather unceremoniously accosting the doubtful characters by whom he is surrounded, vociferates, 'Go home, you loungers; you idle, scheming, skulking fellows, have you nothing to do? Have you no business to mind? What brings you here? What do you want with law, and what do you know about it? Gentlemen, take care of your pockets.' After this burst subsides the trial is resumed."

To one accustomed to English courts of justice this account will seem almost incredible, for it seems to suggest that in Irish courts there are officers who really try to keep the passages clear, and secure access to the court for those whose business calls them there! But Ireland is a strange country.

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. Registrar HAZLITT.)

Aug. 31. — *In re The O'Donoghue*, M.P.

This was a first meeting for proof of debts and appointment of trustee and inspectors. Adjudication of bankruptcy was made in this case on the 9th inst., on the petition of Mr. J. R. A. Wallinger, of Brussels, late of Clarendon-road, Bayswater, gentleman. The bankrupt is member of Parliament for Tralee. He is described in the proceedings as "Daniel the O'Donoghue, member of Parliament, of No. 3, St. James's-street, Pall-mall, in the county of Middlesex, of no occupation." The claim of the petitioning creditor arose upon a judgment recovered on the 22nd March, 1870, the action being brought on a bill of exchange for £130, dated the 22nd June, 1863, payable at one month, drawn by Josiah Erck upon the bankrupt, and endorsed by him to Mr. Wallinger. The amount claimed under the summons issued in this court on behalf of the petitioning creditor appears to be £185 18s. 7d.

Proofs to the amount of about £700 having been tendered and admitted,

Mr. T. Plews, who represented the bankrupt, said that as the meeting was now duly constituted, three or four creditors being present personally or by proxy, he desired to make a short statement on behalf of the O'Donoghue for the purpose of explaining his position. The bankrupt had been in Ireland pending the present proceedings until the last three or four days, a strong impression being entertained that a person who had his legal domicile in Ireland and only stayed in this country at intervals in order that he might discharge an important public duty was not amenable to bankruptcy proceedings in England; and this question would have to be determined. However, the O'Donoghue felt that it would be more becoming on his part to meet his creditors here, and he would submit as soon as possible a full and true statement of his affairs. It was also his intention to make a proposal which he believed would be for the interest of his creditors and meet with their approval. Some further information was required from Ireland and upon that being obtained the necessary accounts would be furnished. The creditors would probably be asked, towards the end of October, to accept a proposal by the bankrupt and consent to the annulling of the bankruptcy.

Mr. Vallance, as representing creditors, expressed his satisfaction at the statement made by Mr. Plews, and he had no doubt that they would assent to a reasonable arrangement. His clients had no hostile feeling towards the bankrupt; indeed, some of them regretted that the bankruptcy should have occurred.

The Registrar.—The Court must assume that the creditors will be prepared to entertain a satisfactory proposal. The course adopted by the bankrupt is creditable to him, and his proposal will, no doubt, receive a favourable consideration.

Mr. Davis, on behalf of creditors, said he disapproved of the proceedings instituted in this Court, and would be ready to accede to the bankrupt's proposal.

Mr. Registrar Hazlitt thought the bankrupt had acted very fairly, and the creditors would no doubt meet him in a similar spirit. Bankruptcy under such circumstances was no disgrace, but the sooner a satisfactory arrangement was made the better.

Mr. Croysdill, public accountant, Old Jewry Chambers, was then nominated as trustee. No committee of inspection was appointed.

The O'Donoghue was in attendance, but no examination took place. His debts, due principally to creditors resident in London, are supposed not to exceed £3,000. The sitting for public examination was fixed for the 19th of November.

APPOINTMENTS.

Mr. Charles S. C. Bowen, barrister-at-law, of the Western Circuit, has been appointed Revising Barrister for the southern division of Wiltshire. Mr. Bowen was called to the bar at Lincoln's-inn in January, 1861.

Mr. J. H. Tilly, of the firm of Tilly & Thomas, Public Accountants, 1, Circus-place, has been appointed by Vice-Chancellor Bacon, Official Liquidator of the Vale of Rheidol Silver Lead Mining Company, the Santa Clara Silver Lead Mining Company, and the Lisburne Consols Silver Lead Mining Company.

Mr. Charles Diver, of Great Yarmouth, has been appointed a Commissioner to administer oaths in Chancery.

GENERAL CORRESPONDENCE.

Sir,—In your article upon the Act to "facilitate the arrest of absconding debtors," you refer to the Debtors Act of 1869 as if it continued the broad power which existed previous to that Act of arresting an absconding debtor after an action has been commenced. I would point out that section 6 of that Act only gives a power to arrest where the absence of the defendant will materially prejudice the plaintiff in the *prosecution of his action*. I understand this to mean that if the plaintiff can show that the defendant's absence will make it more difficult for him to prove his case (for example, if he *bonâ fide* requires the defendant's evidence, or to obtain from him an affidavit of discovery), he is entitled to apply for an order, but that otherwise he cannot do so. In fact, he may arrest the defendant to compel him to make out his case, but, if his case is clear without the defendant, the latter cannot be prevented from leaving the country. Can a greater anomaly and absurdity exist?

I am not aware that the point has ever been decided by any court, but I believe the decisions at chambers have been to the above effect, and I cannot see how any other view can be entertained, the words of the section being clear.

The Act just passed will not be of much service. The particulars which have to be delivered, and the demands which have to be made, before a summons can be issued, will frighten the debtor away in most cases. In the county court here the judges require that the demands shall be made on separate days, and there must therefore be a delay of at least three days after the attorney is instructed before an order can be obtained. Inasmuch as steamers leave here for America nearly every day, and for other places as often, while Ireland and Scotland and the Isle of Man are delightfully easy of access; and inasmuch also as debtors in this part of the world are exceedingly wide awake, you may almost as well attempt to put salt on a bird's tail as to catch any absconding debtor in Liverpool in the present state of the law. In less lively districts, perhaps, some use may be made of the new Act.

The old Absconding Debtors Act answered very well. I have frequently arrested debtors under it within two or three hours after receiving instructions, sometimes after they were on board the steamer, and were just about to sail, and by this means debts to the amount of many thousands of pounds recoverable in no other way may have been made good.

The repeal of practically all arrest for debt in 1869 was made principally on the motion of the various chambers of commerce of the country; and the present Act has been passed at the instance of commercial men who have found to their dismay when they wanted to get something out of an absconding debtor what the chambers of commerce had done. But the new Act is almost useless; and as the law stands at present, I may, owing you £1,000, look in to wish you good-bye on my way to the steamer, informing you of my retirement, with that very sum in my pocket, to the far west, and of my sincere intention never to repay a farthing of the money; and you must grin and bear it as you may.

G. H.

Liverpool, Sept. 1.

[Our correspondent's construction of the Debtors Act is probably correct, and it is not at all inconsistent with our remarks (*ante* p. 861). We were speaking with reference to the time at which, not the purposes for which, an absconding debtor might be arrested. That the working of the new Act will be what our correspondent fears is but too probable. But only experience can absolutely decide the question.—Ed. S. J.]

OBITUARY.

MR. T. PARSONS.

The death of Mr. Thomas Parsons, barrister-at-law, took place at Melbourne on the 31st of May, in the sixty-third year of his age. The late Mr. Parsons was called to the bar at Gray's-inn in January, 1841, and formerly practised as a conveyancer and equity draughtsman. He emigrated to Melbourne about ten years ago.

MR. G. B. TOWNSEND.

Mr. George Barnard Townsend, solicitor, of Westminster and Salisbury, expired suddenly at Mudeford, near Christchurch, Hants, on the 29th August. For some years past Mr. Townsend resided chiefly in London, but during the summer months his family occupied Gundimore House, at Mudeford. While returning from an angling excursion, in company with his brother (a barrister), Mr. Townsend suddenly fell backwards, and died almost immediately. The late Mr. Townsend, who was certificated in Trinity Term, 1837, was the principal in the legal firm of Townsend, Lee, & Houseman, which has a large business as Parliamentary and railway agents.

Court of Bankruptcy.—It is stated that Mr. Hamer Hatton Stansfeld, one of the official assignees attached to the Court of the late Mr. Commissioner Fonblanque, and since discharging the duties of provisional assignee under the old insolvencies, has retired on his full allowance. During the present vacation, and up to November next, the registrars will act as Chief Judge in bankruptcy in rotation, and the senior registrar will dispose of all motions and applications in pending bankruptcies. Mr. J. F. Miller, the chief registrar, has retired, after twenty-seven years' service, on the full allowance of £2,000 per annum.

Leeds Bankruptcy Court.—A recent *London Gazette* contains a notice from the Lord Chancellor, ordering that all the business still pending in the Leeds District Court of Bankruptcy, and in the sub-districts of Hull and Sheffield, if not disposed of by the 30th of September next, shall be transferred to the county courts at Leeds, Hull, and Sheffield respectively, according to the bankruptcy court in which such business was pending on the 31st December last; and all property in the bankruptcies now vested in Mr. G. Young, the official assignee, shall be transferred on the 30th of September to the respective registrars of the county courts to which the business of the bankruptcies shall be transferred, to whom also shall be transferred all the books, papers, documents, and money belonging to the respective bankruptcies.

THE AMERICAN LAW COURTS.

There are in each State of the Union two sets of Courts, the one belonging to and administering the laws of the particular State, the other belonging to and administering the law of the United States. The latter are called District Courts, and they have cognisance of all suits to which the United States are party, or in which different states are plaintiffs and defendants, and they have extensive admiralty and maritime jurisdiction; they have also cognisance of all crimes committed against the United States. Thus, if a letter is stolen from the Post-office, as the department is under Government, the offender is tried in one of the District Courts. Besides these, there are Circuit Courts established by Congress in the ten Circuits into which the United States have been divided, and their chief duty is to enforce obligations of the people of the United States in their national character, or which result from the laws passed by Congress. But many of the District Courts have been clothed with Circuit Court powers, and the system is too technical and complicated for explanation here. I need not say that amongst the judges, advocates, and juries, there are to be found some of the ablest men who have ever adorned the profession; but I will only speak of a few peculiarities which struck me. In the first place, there is no legal costume, not even a gown; and this, I think, is a mistake. No sane people would think of introducing our wigs, which, I believe, astonished the Japanese when they were here more than anything else they saw in England; but an appropriate dress would add dignity and respect to the bench and the bar. There is certainly in some of the Courts a want of what we should think proper decorum. At Chicago I listened for some time to a trial where the question was as to the right of the plaintiff to what, in the Illinois law, is called a mechanic's lien. The subject in dispute was dull enough, but the scene was amusing. When I entered the Courts people were smoking *ad libitum;* but this was during an adjournment, and when the trial was resumed the judge said that they must put out their cigars. The jury sat on rows of chairs, in front of which was a low iron bar; and the counsel, in addressing them, walked backwards and forwards, ever and anon spitting vehemently. One of them frequently declared that his learned friend had got into a "pretty tight fix," and this accounted for the weakness of his argument. In the meantime the judge, whose observations showed that he was an acute lawyer, descended from his seat, and talked with some of the bystanders—I was going to say he joked, but he looked much too dyspeptic for that. In Philadelphia I once heard an advocate, who was interrupted by a judge, address him with great earnestness as "my dear sir!" Public officers in the United States, from the President downwards, are underpaid, and the judges are no exception to the rule. Their salaries are quite inadequate to their station; and I met one day at dinner a distinguished and able judge, who was just leaving the bench to resume his practice at the bar, for the avowed reason that he wanted a better income for his family. This is a great evil; but a worse one is that of choosing the judges by popular election, and "running" the candidates, as if they were striving for a political office. I think that in Philadelphia this system is discontinued, and it ought to be abolished everywhere.—*Impressions of America*, by W. Forsyth, Q.C.

By the death of Sir Thomas Montgomery Cuninghame, of Corshill, Ayrshire, which took place in London on the 30th August, his son Lieutenant-Colonel William James Cuninghame, V.C., commandant of the Inns of Court Volunteer Corps, becomes a baronet.

A New Legal Peer.—The Hon. William Brodrick, M.P., barrister-at-law, has become a peer by the death of his father, the Very Rev. Viscount Midleton. The new peer was born on the 6th January, 1830. He was educated at Balliol College, Oxford, where he graduated B.A. in 1851, but did not proceed to the degree of M.A. till 1861. He was called to the bar at Lincoln's Inn on the 17th November, 1855, and has practised on the Home Circuit as an equity draughtsman and conveyancer. Viscount Midleton, who is a magistrate and deputy-lieutenant for Surrey, unsuccessfully contested the representation of the eastern division of that county in 1865, but in December, 1868, was elected for Mid-Surrey. Viscount Midleton married, on the 25th October, 1853, Augusta Mary, third daughter of the Right Hon. Sir Thomas Fremantle, Bart., by which lady he has a family of two sons and four daughters. The Hon. G. C. Brodrick, barrister-at-law, of the Western Circuit, is a brother of the new peer.

LEGAL RESTRICTIONS ON ATTORNEYS' CHARGES.

By the seventh section of the new pension law the fee of an agent or attorney prosecuting a claim for bounty land is limited to 25 dols., and by the eighth section he is rendered liable to 500 dols. fine, and five years' imprisonment, if he should receive or contract to receive a greater sum. This penal provision is consistent with the previous legislation of Congress upon the subject of the relation of attorney and client in the matter of pension and bounty applications. The honourable gentlemen who have charge of the drafting of pension laws seem to think that service in the United States army renders a man, as well as his heirs, totally incompetent to enter into an ordinary contract for the collection of the amount designated by law as the reward of military labours. We suppose that occasionally cases have occurred in which claim agents have charged unreasonable sums for the duties performed by them in the adjustment of soldiers' claims, but we do not believe the evil ever reached such a point as to demand the passage of a law of the character mentioned. And, even allowing the charges of attorneys in the claim business to have been uniformly excessive, there is no justice in an enactment declaring that the taking of an exorbitant fee is a crime, which shall consign its perpetrator to a long imprisonment. Laws of such a character are both wicked and foolish. They are wicked, because they punish, with undue severity, a trifling fault, and tend thereby to confuse men's ideas of right and wrong. They are foolish, because their severity prevents them from being carried out, and men do not hesitate to disobey them. They are an injury to the very class they are designed to protect, by compelling them to pay not only the value of the labour performed for them, but an extra premium to compensate for the rise of breaking the law. Claim agents will not attend to difficult cases for the statute fee. If they charge more there is danger, and they cannot face that danger without remuneration. Consequently, the claimant must pay a much larger sum than would be required if no law existed. Some people pretend that these laws regarding attorneys' fees are unconstitutional, and that the commissioner of pensions is not anxious to have the United States Supreme Court pass upon them. How that may be we do not know; but we do not remember that any Washington attorney has ever been tried for violating these laws, although we are told that during the eight years last past they have been constantly disregarded by persons practising before the departments.—*Albany Law Journal.*

Legal Candidates for Parliament.—Mr. Commissioner Kerr, Judge of the London Court, and Mr. Douglas Straight, barrister-at-law, of the Home Circuit, are candidates for the representation of Shrewsbury, which has become vacant by the death of Mr. W. J. Clement—the former in the Liberal and the latter in the Conservative interest. Sir Richard Baggallay, Q.C., who was formerly M.P. for Hereford, and was Solicitor-General for a few weeks at the close of Mr. Disraeli's administration in 1868, is the Conservative candidate for Mid-Surrey, which seat has become vacant by the elevation of the Hon. W. Brodrick to the House of Peers by the demise of his father, Viscount Midleton.

Legal Staff of the House of Commons.—It is affirmed that Sir Denis Le Marchant, who has been clerk to the House of Commons since 1850, will retire before the next session of Parliament. Sir Denis, who was called to the bar at Lincoln's-inn in 1822, began his public career as principal secretary to Lord Chancellor Brougham in 1830, and was appointed clerk to the Crown in Chancery in 1834. From 1836 to 1850 he filled the office of secretary to the Board of Trade, secretary to the Treasury, and under-secretary in the Home Department, and in 1850 became clerk to the House of Commons. The salary of the office is £2,000 per annum, and the patronage vests with the Crown. It is believed that Sir Erskine May, barrister-at-law, who has been assistant-clerk to the House of Commons since 1856, will succeed Sir Denis, and that Mr. Palgrave will succeed Sir Erskine as first clerk assistant, with a salary of £1,750. Mr. Postlethwaite, principal clerk of the Journal Office, whose salary is £1,000, also retires, and will be succeeded, it is presumed, by Mr. Bull.

At the recent commencement of the law department of the University of Chicago, the degree of *Bachelor* of Laws was conferred upon Mrs. Ada H. Kepley, who had pursued the regular course of studies, and had passed a very creditable examination. The *Legal News* informs us that "there was some question with the college authorities as to the proper wording of the degree conferred upon Mrs. Kepley. It was stated that it could not be *Maid* of Laws, as she possessed a '*married dis-*

ability,' in the shape of a husband." The progressive spirit of the female portion of the nineteenth century is rather tough on the English language. Not content with having it settled that "he," "his," and "him," relate to the feminine gender, or with having a New York firm of female brokers called "bulls," the grave authorities of the University of Chicago demonstrate to us that a woman, and a married woman at that, may be a *bachelor*. While we believe that "bachelor" is more honoured in the *breeches* than in the present observance, we are not disposed to appeal to the ghost of Webster or Worcester. We accept the fact, and sincerely hope that the Supreme Court of Illinois will do the same, and find some means of giving the statute such a liberal construction as to admit the fair bachelor into the bosom of the bar.—*Albany Law Journal.*

The conference committee of the United States Senate and House on the appropriation bill has abandoned the amendments made by the Senate, increasing the salary of the judiciary. While hundreds of thousands are squandered annually on all sorts of chimerical schemes; while our prudent legislators legislate to themselves munificent salaries, and cling to their franking privileges with the tenacity of leeches, the highest judicial officers in the country are left with salaries hardly adequate to compensate a police justice.—*Albany Law Journal.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Sept. 2, 1870.

From the Official List of the actual business transacted.]

3 per Cent. Consols, 92	Annuities, April, '85
Ditto for Account, Oct. 4, 92¼	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 90¾ xd	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 90½ x d	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2¾ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 234
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 107
Ditto for Account	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '80 110½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 101	Do. Bonds, 4 per Ct., £1000 15 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 15 p m
Ditto Enfaced Ppr., 4 per Cent. 93	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	83
Stock	Caledonian	100	73
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	34½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	119½
Stock	Do., A Stock*	100	129½
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	68
Stock	Lancashire and Yorkshire	100	138
Stock	London, Brighton, and South Coast	100	39
Stock	London, Chatham, and Dover	100	12
Stock	London and North-Western	100	125
Stock	London and South-Western	100	85
Stock	Manchester, Sheffield, and Lincoln	100	41
Stock	Metropolitan	100	63½
Stock	Midland	100	124
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	32½
Stock	North London	100	117
Stock	North Staffordshire	100	57
Stock	South Devon	100	46
Stock	South-Eastern	100	68½
Stock	Taff Vale	100	170

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

There have been few features to record in the markets for securities during the past week. The public funds have undergone but few fluctuations, and during the last day or two increased steadiness has been manifested. The demand for discount is very limited, and the glut of money very great and increasing. On Thursday the Bank rate of discount was again reduced to 3½ per cent., a movement which had been fully anticipated.

ESTATE EXCHANGE REPORT.

AT THE MART.

Aug. 30.—By Messrs. DEBENHAM, TEWSON, & Co.

A freehold ground rent of £19 per annum, secured on 13 houses in William-street, Devonshire-road, Chiswick. Sold £365.

Also, a freehold shop and residence, being No. 6, Old Ford-road, near Victoria-park. Sold £300.

Also, a house and shop, No. 107, Ebury-street, Pimlico, term 52 years, ground rent 6 guineas, and let at £70 per annum. Sold £950.

Also, a residence, No. 3, Brunswick-row, Bloomsbury, term 84 years, ground rent £6, let at £45. Sold 455.

Also, No. 4, ditto, held as above. Sold £375.

Also, No. 19, Berwick-street, Soho, term 9 years, at a rental of £52 per annum. Sold £190.

Also, No. 7, Temple-street, Southwark, term 11 years, ground rent £2 5s., and let at £24 per annum. Sold £90.

By Mr. HENRY CRAWTER.

A freehold residence, No. 92, High-street, Guildford, let for an unexpired term of 34 years, at the nominal rent of £1 10s. per annum; also, a roomy yard, shed, office, &c., let at £18 per annum. Sold £550.

By Messrs. VIGERS.

A freehold residence in Norwood-lane, known as Crockwell-house, and garden. Sold £800.

Also, a ditto, ditto, known as Stanhope-lodge. Sold £1,300.

Also, a ditto, ditto, known as No. 1, The Limes. Sold £900.

Also, No. 6, Foley-street, Cleveland-street, a profit rent of £40 per annum, for a term of 34 years. Sold £400.

Also, a profit rent of £28 per annum for 26 years, upon No 34, Newman-street, Oxford-street. Sold £260.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

NISBET—On Sept. 1, at No. 28, Priory-road, Kilburn, the wife of Harry Curtis Nisbet, Esq., of a daughter.

MARRIAGES.

BRANSON—SCHWABE—On Aug. 25, at the parish church of Bickley, George Edward Branson, Esq., solicitor, to Juliet only daughter of Hermann M. Schwabe, Esq., of Chislehurst.

CHESTER—SANGER—On Aug. 25, at St. Bartholomew's, St. Pancras, London, John Chester, Esq., of 5, Old-square, Lincoln's-inn, barrister-at-law, to Lilly Lawrence, daughter of the late William Sanger, Esq., of Essex-court, Temple.

MASON—BROWN—On Aug. 27, at All Saint's Church, Ascot-heath, Thomas Johnson Mason, solicitor, Louth, Lincolnshire, to Maria Louisa, daughter of W. Barr Brown, Esq., Ascot-heath.

ROYLE—AMBLER—On Aug. 26, at St. James's, Piccadilly, William Royle, of No. 23, Brunswick-gardens, Kensington, solicitor, to Honor, only daughter of the late Joseph Ambler, Esq.

TATHAM—WEBB—On Aug. 30, at All Saints' Church, Notting-hill, Percy Charles French Tatham, Esq., of Doctors'-commons, to Alice Elizabeth, youngest daughter of Edward Brainerd Webb, Esq., C.E., &c., of Great George-street, Westminster.

DEATHS.

DAVIES—On Aug. 23, at 40, Stock Orchard-crescent, Holloway, Thomas Davies, Esq., solicitor, 38, Moorgate-street, aged 53.

DEAN—On Aug. 30, at 43, Wigmore-street, Cavendish-square, Mr. Ellis Dean, solicitor, aged 30.

FOARD—On Wednesday, Aug. 31, at Kingston, Edith Grace, the beloved wife of James T. Foard, Esq., barrister-at-law, aged 31.

POWELL—On Aug. 28, at Chichester, James Powell, jun., Esq., solicitor, in the 46th year of his age.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

TUESDAY, Aug. 30, 1870.

LIMITED IN CHANCERY.

Green Bank Mill Company (Limited).—Petition for winding up, presented Aug 24, directed to be heard before Vice-Chancellor Bacon on Sept 8, at 1, at the Barrington Arms Inn, Shrivenham, Berks. Edwards & Co, Ely-place, Holborn, for Terry & Co, Cleckheaton, solicitors for the petitioner.

Friendly Societies Dissolved.

FRIDAY, Aug. 26, 1870.

Freshford Friendly Society, Golden Lion Inn, Freshford, Somerset. August 23.

Stonedredgers' Friendly Society, Butt and Oyster Inn, Pinmill, Chelmondiston, Suff lk. August 23.

TUESDAY, Aug. 30, 1870.

Caerwys Friendly Society, National School, Caerwys, Flint. Aug. 25.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 26, 1870.

Rooke, Jenevera, Potterne, Wilts, Widow. Oct 10. Grant v Lewis, V.C. Stuart. Witley, Devizes.

Rooke, Wm, Potterne, Wilts, Yeoman. Oct 10. Grant v Wittey, V.C. Stuart. Wittey, Devizes.
Simpson, Chas Cofield, Mount-st, Grosvenor-sq, Surgeon-Dentist. Sept 1. Simpson v Simpson, V.C. Malins. Pamphilon, John-st, Adelphi.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 26, 1870.

Baldry, Fras, Athelington, Suffolk, Farmer. Nov 1. Clubbe, Framlingham.
Browne, Fras Anne Rowlls, Kildare-ter, Westbourne-park, Widow. Sept 29. Edwards, Lincoln's-inn-fields.
Burrows, Wm, New Marske, York, Cartwright. Sept 19. Weatherill & Lloyd, Guisbrough.
Cox, Richard Hy, Llangalelach, Glamorgan, Esq. Oct 15. Travers & Co, Throgmorton-st.
Creswell, Thos, Gotherington, Gloucester, Farmer. Sept 29. Griffiths, Cheltenham.
Hartness, Wm John, Cockermouth, Cumberland, Innkeeper. Sept 30. Hayton & Simpson, Cockermouth.
Hutley, Wm, Witham, Essex, Farmer. Sept 29. Blood & Son, Witham.
James, John, Shebdon, Stafford, Shoe Maker. Oct 1. Heane, Newport.
Law, Hy Compton, Holt, Wilts, Innkeeper. Sept 29. Shrapnell, Bradford.
Laidlaw, Mary Ann, Newcastle-upon-Tyne, Widow. Oct 25. Chartres & Youll, Newcastle-upon-Tyne.
Marshall, Hy, Cambridge, Gent. Nov 1. Crane, Cambridge.
Mealy, Rev Richard Ridgway Parry, Tanycoed, Anglesey. Sept 30. Foster, North Curry.
Proctor, Mary, Leamington Priors, Warwick, Widow. Oct 15. Field, Leamington Priors.
Proctor, Thos, Leamington Priors, Warwick, Lodging-house Keeper. Oct 15. Field, Leamington Priors.
Rivers, Chas Robert, Delhi, East Indies, Lieut. H. M. 75th Reg. of Foot. Sept 5. Bowker, Winchester.
Robinson, John Chadwick, Syston, Leicester, Surgeon. Nov 25. Woodcock, Leicester.
Walker, Wm Adam, Fulham-rd, Gent. Oct 1. Drake & Son, Cloak-lane, Cannon-st.
Wilkin, Edward, Duerdin-villas, Tollington-park, Gent. Sept 30. Blake & Snow, College-hill, Cannon-st.
Wilkinson, John, Alford, Lincoln, Yeoman. Oct 19. Walker & Co, Alford.

TUESDAY, Aug. 30, 1870.

Armitage, Geo, Crosland Moor, York, Mason. Oct 22. Sykes, Huddersfield.
Cooke, Chas Hy, Benwell-grove, Northumberland, Esq. Dec 1. Chater & Co, Newcastle-upon-Tyne.
Du Pre, Jas, Wilton Park, Bucks, Esq. Nov 1. Young & Co, Essex-st, Strand.
Duval, Julia, Clipston-st, Fitzroy-sq, Spinster. Oct 8. Birt, Southampton-st, Fitzroy-sq,
Fidoe, Joseph, Aston, Birm, Gent. Sept 30. Duke, Birm.
Gorton, Geo Edward, Bolton-le-Moors, Lancaster, Sharebroker. Nov 1. Raw, Furnival's-inn.
Horsey, John Haydon, Taunton, Somerset, Gent. Oct 1. Rossiter, Taunton.
Kerslake, Thos, Barmer, Norfolk, Esq. Nov 1. Gamlen, Gray's-inn-sq.
Michell, Edmund Rufus, Elgin-crescent, Kensington-park, Esq. Sept 29. Prior & Bigg, Southampton-bldgs, Chancery-lane.
Moorhead, Alex Jas, Fareham, Southampton, Esq. Sept 24. Goble, Fareham.
Nelson, Richard Reed, Dewsbury, York, Auctioneer. Oct 10. Scholefield & Oldroyd, Dewsbury.
Nichols, Sarah Ann, Streatham, Surrey, Spinster. Oct 21. Lilley, Trinity-st, Southwark.
Robinson, Mary, Murthwaite Green, Cumberland, Widow. Sept 21. Myers, Broughton-in-Furness.
Walker, Maria, Edgbaston, Birm, Spinster. Oct 23. Whateley & Whateley, Birm.
White, John Rowland, Southsea, Southampton, Esq. Oct 24. Goble, Fareham.
White, Thos, Dilston, Stafford, Chemist. Sept 31. Smith, Wolverhampton.

Bankrupts.

FRIDAY, Aug. 26, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Allen, Geo Wm, Chalk Farm-rd, Haverstock-hill, China Dealer. Pet Aug 22. Murray. Sept 15 at 1.
Amos, Jas, Bunhill-row, Old-st, Metal Dealer. Pet Aug 24. Murray. Sept 22 at 12.
Brace, Alfd Thos, Red Lion-ct, Fleet-st, Bookseller. Pet Aug 19. Spring-Rice. Sept 8 at 1.
Cotterell, Saml, Halkin-pl, Belgrave-sq, Horse Dealer. Pet Aug 23. Hazlitt. Sept 19 at 12.
Harrison, Geo, Bedford-row, Holborn, Tracer of Pedigrees. Pet Aug 17. Spring-Rice. Sept 8 at 12.30.
Juch, Ernest, Crane-ct, Fleet-st, Journalist. Pet Aug 23. Hazlitt. Sept 19 at 11.
Liebich, Immanuel, Princes-sq, Kennington-pk-rd, Professor of Music. Pet Aug 24. Murray. Sept 22 at 11.
Murray, Eustace Clare Grenville, Brook-st, Grosvenor-sq, Newspaper Proprietor. Pet Aug 11. Spring-Rice. Sept 15 at 11.
Newton, Sussex, High-st, Kensington, Licensed Victualler. Pet Aug 22. Murray. Sept 15 at 1.
Wren, Geo, High Holborn, Paper Merchant. Pet Aug 24. Murray. Sept 19 at 1.

To Surrender in the Country.

Blackburn, Thos, Richd Holland Schofield, & Matilda Schofield, Lpool, Cotton Brokers. Pet Aug 24. Hime. Lpool, Sept 12 at 11.
Collett, Thos, Bridgewater, Somerset, Licensed Victualler. Pet Aug 23. Lovibond. Bridgewater, Sept 7 at 2.
Collier, Louis Francois, Nottingham, Lace Manufacturer. Pet Aug 22. Patchitt. Nottingham, Oct 7 at 12.
Gould, Thos, Deal, Kent, Licensed Victualler. Pet Aug 23. Callaway. Canterbury, Sept 14 at 2.
Green, Wm Collman, Leicester, Boot Manufacturer. Pet Aug 24. Ingram. Leicester, Sept 12 at 12.
Hardwick, Wm, Swindon, Wilts, Draper. Pet Aug 19. Townshend. Swindon, Sept 7 at 10.
James, Edmund, Walsall, Stafford, Bridle Cutter. Pet Aug 22. Clarke. Walsall, Sept 7 at 3.
Lloyd, Thos Howell, Llanfynydd, Carmarthen, Grocer. Pet Aug 8. Lloyd. Carmarthen, Sept 7 at 11.
Riste, Thos, Nottingham, Comm Agent. Pet Aug 24. Patchitt. Nottingham, Sept 9 at 12.
Statham, Geo, Hanley, Stafford, Jeweller. Pet Aug 22. Challinor. Hanley, Sept 10 at 11.

TUESDAY, Aug. 30, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Chenu, Hy, Camden-rd, Watchmaker. Pet Aug 25. Hazlitt. Sept 21 at 1,
Fassi, Gerolamo, Gt St Helen's, Merchant. Pet Aug 20. Spring-Rice. Sept 12 at 12.30.
White, John, Gt St Andrew-st, Seven Dials, Ironmonger. Pet Aug 26. Murray. Sept 16 at 11.

To Surrender in the Country.

Cherry, Pim, Lpool, Cotton Broker. Pet Aug 26. Hime. Lpool, Sept 13 at 11.
Grace, Thos, Castleford, York, Grocer. Pet Aug 25. Mason. Wakefield, Sept 10 at 10.
Greenslade, John, Ideford, Devon, Miller. Pet Aug 25. Daw. Exeter, Sept 12 at 1.
Phillips, Matthew, Bedlington, Northumberland, Draper. Pet Aug 27. Mortimer. Newcastle, Sept 13 at 11.30.
Purden, Fras, Wolverhampton, Stafford, Licensed Victualler. Pet Aug 24. Brown. Wolverhampton, Sept 12 at 12.
Ray, Geo Robt, Dukinfield, Cheshire, Engineer. Pet Aug 25. Hall. Ashton-under-Lyne, Sept 28 at 12.
Sharp, Joseph, Leeds, Builder. Pet Aug 26. Marshall. Leeds, Sept 29 at 11.
Simpson, Dugald Cummings, & Collin Campbell Simpson, Lpool, Merchants. Pet Aug 25. Hime. Lpool, Oct 17 at 2.
Thomas, Jas, Narberth, Pembroke, General Draper. Pet Aug 27. Lloyd. Carmarthen, Sept 10 at 2.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 26, 1870.

Edwards, Chas, Hackney-rd, Fruiterer. Aug 23.
Hobart, Augustus Chas, Constantinople, Post Captain. Aug 23.

TUESDAY, Aug. 30, 1870.

Cole, Edwin Treeby, Bristol, Grocer. Aug 26.
Harnden, Hy, & Geo Wm Whiddon, Salcombe, Devon, Shipwrights. Aug 29.